



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

March 25, 2016
Subject: Light Capital Paving
State WIN: 018604.00, 022205.00
& 022213.00
Location: Boothbay Harbor Area
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Documents:

REMOVE, page 9 thru 11, "NOTICE TO CONTRACTOR", and **REPLACE** with attached revised "NOTICE TO CONTRACTORS", 3 pages.

REMOVE, page 12, "SPECIAL PROVISION, SECTION 102.7.3, ACKNOWLEDMENT OF BID AMENDMENTS", and **REPLACE** with attached revised "SPECIAL PROVISION, SECTION 102.7.3, ACKNOWLEDMENT OF BID AMENDMENTS", 1 page.

REMOVE page 13, "Proposal Schedule of Items" dated 2/22/2016 and **REPLACE** with the attached revised "Proposal Schedule of Items", 1 page, dated 3/23/2016.

REMOVE pages 14 thru 19, "CONTRACT AGREEMENT, OFFER & AWARD" and **REPLACE** with the attached revised "CONTRACT AGREEMENT, OFFER & AWARD", 1 page.

INSERT attached "SPECIAL PROVISION, SECTION 202, REMOVAL OF STRUCTURES AND OBSTRUCTIONS, (Removal of Existing Bituminous Pavement)", 1 page, after page 40.

INSERT attached "SPECIAL PROVISION, SECTION 403, HOT MIX ASPHALT 1 page, after page 49.

Consider this change and information prior to submitting your bid on **April 6, 2016**.

Sincerely,

George M. A. Macdougall P.E.
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper **"Light Capital Paving in the towns of Boothbay, Boothbay Harbor, Bowdoin, Bowdoinham, Bremen, Damariscotta, Edgecomb, Jefferson, Newcastle, Nobleboro, Richmond, and Southport"** will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **April 6, 2016** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a Highway Construction or Paving Prequalification, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: WIN 18604.00, 22205.00, & 22213.00.

Location: In Lincoln and Sagadahoc Counties, project 18604.00 is located:

Map ID 1 is in Bremen on the Turner Road beginning at the intersection with the Biscay Road and extending easterly to the intersection with Route 32.

Map ID 2 is in Damariscotta on School Street beginning at the intersection with Route 1B and extending southwesterly to the intersection with Route 129.

Map ID 3 is in Edgecomb on the McKay Road beginning at the intersection with Route 27 and extending easterly to the intersection with the River Road.

Map ID 4 is in Newcastle and Jefferson on Route 213 beginning at the intersection with Route 215 and extending northerly to the intersection with Route 126.

Map ID 5 is in Boothbay on the Barter Island Road beginning at the intersection with the Kimball Town Road and extending easterly to the intersection with Route 27.

Map ID 6 is in Nobleboro and Jefferson on the East Pond Road beginning at the intersection with Route 1 and extending northerly to the intersection with Route 32.

Map ID 7 is in Southport and Boothbay Harbor on Route 27 beginning at the southerly intersection with Route 238 and extending norther and easterly to the intersection with Route 96.

Map ID 8 is in Edgecomb on the Eddy Road beginning at the intersection with Route 27 and extending northwesterly to the intersection with Route 1.

Map ID 9 is in Bowdoinham and Bowdoin on Route 24 beginning at the Topsham/Bowdoinham town line and extending northeasterly to the Bowdoin/Richmond town line.

Map ID 10 is in Boothbay on the Country Club Road beginning at the intersection with Route 27 and extending easterly to the intersection with the Beath Road.

Map ID 11 is in Damariscotta on Route 1B beginning at intersection with Church Street and extending easterly 0.62 miles to 0.07 miles east of the northerly intersection with School Street.

Map ID 12 is in Boothbay Harbor on Atlantic Avenue and Union Street beginning on Atlantic Avenue at the intersection with the Sunset Road and extending northerly to the intersection with Park Street and Union Street then continuing northwesterly on Union Street to the intersection with Oak Street

Map ID 13 is in Boothbay on Route 96 beginning at the Boothbay Harbor/Boothbay town line and extending easterly then southerly to the terminus of Route 96 at the intersection with the Middle Road.

Map ID 14 is in Bremen and Damariscotta on the Biscay Road beginning at the intersection with Route 32 and extending northwesterly to the intersection with Route 1B.

Map ID 15 is in Richmond on the Alexander Reed Road beginning at the intersection with Route 201 and extending easterly to the first I-295 southbound bridge joint.

Map ID 16 is in Boothbay Harbor and Boothbay on the Mckown Point Road and Lakeside Drive beginning on Mckown Point Road at the eastern terminus and extending southwesterly then northerly to the intersection with Route 27 then continuing northerly on Lakeside Drive to the northerly intersection with the Barter Island Road.

Map ID 17 is in Boothbay, Edgecomb, and Newcastle on the River Road beginning at the intersection with Route 27 and extending northeasterly to the intersection with Snead Spur/Old Route 1.

Map ID 18 is in Southport on Route 238 beginning at the southerly intersection with Route 27 Road and extending northerly to the northerly intersection with Route 27.

Map ID 19 is in Damariscotta on Route 1B beginning 0.21 miles north of the intersection with the Biscay Road and extending northerly to the intersection with Route 1.

Project 22205.00 is for maintenance shim prior to LCP on portions of Map ID #2, #14, and #19

Outline of Work: Light Capital Paving and other incidental work.

Total length is 75.31 miles

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Denis Lovely** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of

Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

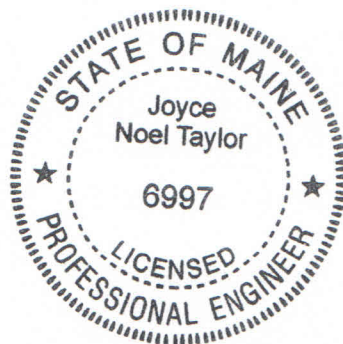
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of **\$65,000** payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
March 16, 2016



JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

3/23/2016

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 018604.00

Project(s): 018604.00, 022205.00, 022213.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.203 PAVEMENT BUTT JOINTS	1,900.000 SY				
0020	461.13 LIGHT CAPITAL PAVING	39,065.000 T				
0030	631.175 CONTRACTOR TRUCKING	39,065.000 T				
0040	631.70 PAVEMENT REMOVAL	45.000 HOUR				
Section: 1			Total:			
			Total Bid:			

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WINs 18604.00, 22205.00, 22213.00, for the Light Capital Paving in the towns of Boothbay, Boothbay Harbor, Bowdoin, Bowdoinham, Bremen, Damariscotta, Edgecomb, Jefferson, Newcastle, Nobleboro, Richmond, and Southport, Counties of Lincoln and Sagadahoc, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before July 7th, 2016. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of November 2014 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of November 2014, Standard Details Revision of November 2014 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of November 2014, Standard Details Revision of November 2014 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: WINs 18604.00 and 22205.00, for the Light Capital Paving in the towns of Boothbay, Boothbay Harbor, Bowdoin, Bowdoinham, Bremen, Damariscotta, Edgecomb, Jefferson, Newcastle, Nobleboro, Richmond, and Southport, Counties of Lincoln and Sagadahoc, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of November 2014, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of November 2014 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before July 7th, 2016. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of November 2014 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of November 2014, Standard Details Revision of November 2014 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

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By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of November 2014, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of November 2014 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

SPECIAL PROVISION
SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS
(Removing Existing Bituminous Pavement)

Description. This work shall consist of removing existing bituminous pavement by use of a power operated milling machine with a 7 foot minimum width cutting head. Pavement removal will be in accordance with the contract documents, or as directed by the Resident. The work shall be paid by the hour, and shall include all related costs, including operators, supervision, service or water trucks, fuel, maintenance items, and mobilization to and from the project.

CONSTRUCTION REQUIREMENTS

Equipment The equipment for removing the bituminous surface shall be a self-contained power operated milling machine or grinder with a minimum cutting drum width 7 foot, capable of removing bituminous concrete pavement to the required depth, transverse cross slope, and profile grade, and equipped to convey removed material to a haul unit while operating. If required by the contract the grade and profile shall be controlled by the use of an automated grade and slope control system. The equipment shall be capable of accurately establishing profile grades by referencing from a from the existing pavement surface using a 30 foot minimum contact ski (floating beam), or 24 foot non-contact grade control beam.

Removing Material. The equipment used for pavement removal shall be operated at a minimum speed of 50 fpm, unless the Resident directs otherwise for milled surface quality reasons, trucking or traffic control limitations impact pavement removal operations, or site conditions make operations at the prescribed rate unreasonable.

Method of Measurement. The quantity of pavement removal will be measured by the hour.

Basis of Payment. Payment will be made at the contract unit price for the number of hours of operation removing pavement surface as directed by the Resident. The hourly rental contract price will be full compensation for mobilizing to the site, de-mobilizing from the site, labor, supervision, and all other incidentals required to complete the work. Traffic control, cleaning of the milled surface, the hauling and disposing of the bituminous pavement removed shall be the responsibility of the Department, unless otherwise described in the contract documents.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
631.70 Pavement Removal, Milling Machine Hourly Rental	Hour

Region 2
LCP Spot Shim Areas
22205.00 Boothbay Pave Area
School Street, Eddy Road
Main Street, Biscay Road

SPECIAL PROVISION

SECTION 403

HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>Pavement repair areas</u>						
<u>Locations as directed</u>						
Shim	LCP	461.13	N/A	Var.	1/more	1, 10,14,17

COMPLEMENTARY NOTES

1. All work under this contract shall conform to the most recent Special Provision 461 – Light Capital Paving; with the following revisions.
10. Acceptance - For Hot Mix Asphalt items designated as LCP (Light Capital Paving), Pay Item 461.13, a lot size shall be **500** tons.
14. The Contractor may, at their option, use a mixture classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **10 ton** dual drum vibratory roller, and a **3-5 ton** dual drum vibratory finish roller for roadway work. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.

Tack Coat

A tack coat of RS-1, or RS-1h emulsified asphalt, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.03 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.03 gal/yd². Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.